

**TRANSPORTATION COMMITTEE AGENDA (Revised)**  
**Room 700, Law and Justice Center**  
**Friday, April 4, 2003**  
**8:00 A.M.**

1. Roll Call
2. Approval of Minutes from March 4, 2003 Meeting
3. Recommend Payment of Bills to County Board
4. **Items to be Presented for Action**
  - A. Letting results from March 20, 2003 letting for County & Township projects
  - B. Resolution for Improvement of Sec. 99-00057-08-WR – Stringtown Road
  - C. Resolution for Improvement of Sec. 99-00057-09-BR – Stringtown Road
  - D. Resolution for Improvement of Sec. 03-00071-02-WR – Towanda Gridley Road
  - E. Resolution for Improvement of Sec. 03-00135-05-RS – Towanda Gridley Road
  - F. Resolution for Improvement of Sec. 03-00134-04-RS – Ellsworth Road
  - G. Intergovernmental Agreement with IDOT for GIS Grant
  - H. Right of Way Negotiator
  - I. Revised Federal Agency Agreement for Federal Participation for  
Sec. 01-00047-08-RS – Stanford/McLean
5. **Items to be Presented for Information**
  - A. Road Work Status  
Towanda-Barnes  
Sec. 98-00113-03-FP) – IDOT has taken cores of sub-grade. We are  
Sec. 97-00165-00-FP) waiting their recommendations concerning  
the frost heave.
  - B. Other
6. **Adjournment**

MCLEAN COUNTY NUMERICAL REGISTER

Checks drawn on Acct. # 72-3801881-1

| <u>CHECK NO.</u> | <u>PAID TO THE ORDER :</u>   | <u>AMOUNT</u> |
|------------------|------------------------------|---------------|
| 2590             | Earl R. Bradd & Son          | 19,402.89     |
| 2591             | Valley View Industries, Inc. | 26,622.40     |
| 2592             | Towanda Company              | 1,627.89      |
| 2593             | Hansen Custom Farming        | 13,765.44     |

TOTAL ROAD DIST. MFT FUND..... 61,418.62

John E. Mitchell, County Engineer

CHAIRMAN OF THE TRANSPORTATION COMMITTEE

0501-0099-0099-0990-0001

Checks drawn on Acct. # 72-3801881-1

| <u>CHECK NO.</u> | <u>PAID TO THE ORDER :</u> | <u>AMOUNT</u> |
|------------------|----------------------------|---------------|
| 2589             | Towanda Company            | 3,485.60      |

TOTAL ROAD DIST. MFT FUND..... 3,485.60

John E. Mitchell, County Engineer

CHAIRMAN OF THE TRANSPORTATION COMMITTEE

0501-0099-0099-0990-0001

March 6, 2003

MCLEAN COUNTY NUMERICAL REGISTER

page 1

Checks drawn on Acct. # 72-3801881-1

| <u>CHECK NO.</u> | <u>PAID TO THE ORDER :</u> | <u>AMOUNT</u> |
|------------------|----------------------------|---------------|
| 2585             | Earl R. Bradd & Son        | 37,319.22     |
| 2586             | McLean County Highway Fund | 838.86        |
| 2587             | Towanda Company            | 3,238.56      |
| 2589             | Stark Materials, Inc.      | 178.13        |

TOTAL ROAD DIST. MFT FUND..... 41,574.77

John E. Mitchell, County Engineer

CHAIRMAN OF THE TRANSPORTATION COMMITTEE

0501-0099-0099-0990-0001

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 4, 2003 for a letting held on March 20, 2003 for McLean County and various Road Districts 2003 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on April 4, 2003

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

**2003 MFT MAINTENANCE SECTIONS:**

**J. M. H. Trucking, Bloomington, Illinois, was the successful bidder on the following section:**

Dale Road District .....Sec. 03-11000-00-GM.....GR. 14.....@ \$17,000.00

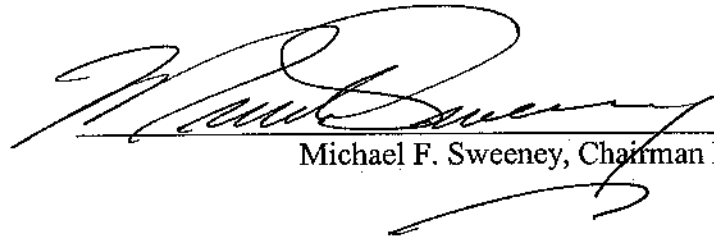
**McLean County Asphalt, Bloomington, Illinois, was the successful bidder on the following sections:**

Dry Grove Road District .....Sec. 03-15000-00-GM.....GR. 10.....@ \$ 5,040.00

Funks Grove Road District .....Sec. 03-17000-00-GM.....GR. 10.....@ \$14,200.00

**Emulsicoat, Inc., Urbana, Illinois, was the successful bidder on the following sections:**

Lawndale Road District .....Sec. 03-20000-00-GM.....GR. 17.....@ \$41,842.50

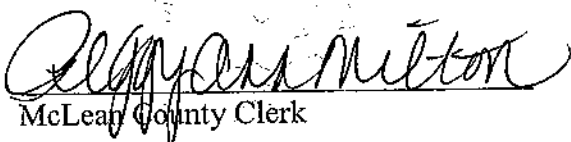
  
Michael F. Sweeney, Chairman McLean

STATE OF ILLINOIS        ]  
                                  ]   SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 15, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 13 day of April, A.D., 2003.

[SEAL]

  
McLean County Clerk



# Illinois Department of Transportation

## Resolution for Improvement by County Under the Illinois Highway Code

### Stringtown Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 32, beginning at a point near the N.E. Corner of the Northwest Quarter of Section 28, T23N, R1W of the 3<sup>rd</sup> P.M. (250E, 1000N) and extending along said route(s) in a(n) Easterly direction to a point near the N.E. Corner of the Northwest Quarter of the Northwest Quarter of Section 26, T23N, R1W of the 3<sup>rd</sup> P.M. (approx. 900' east of 400E, 1000N), a distance of approximately 1.665 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Widening and resurfacing with the construction of leveling binder, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items; and vertical realignment with the construction of aggregate base course, bituminous base course, and other miscellaneous related items; and bridge widening  
(Describe in general terms)

and shall be designated as Section 99-00057-08-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract and the County through its officers, agents, and employees  
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Six Hundred Seventy Thousand dollars, ( \$670,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds, and County Bridge Funds (\$120,000.00) for the construction of this improvement, acquisition of R.O.W. and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney  
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

County Clerk



# Illinois Department of Transportation

## Resolution for Improvement by County Under the Illinois Highway Code

### Stringtown Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 32, beginning at a point near the N.E. Corner of the Northwest Quarter of the Northwest Quarter of Section 26, T23N, R1W, of the 3<sup>rd</sup> P.M. (approx. 900' East of (400E, 1000N)) and extending along said route(s) in a(n) Easterly direction to a point near the N.E. Corner of the Northwest Quarter of the Northwest Quarter of Section 28, T23N, R1E, of the 3<sup>rd</sup> P.M. (approx. 1,300' East of (800E, 1000N)), a distance of approximately 4.053 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be shoulder work with the construction of aggregate shoulders, incidental bituminous surface, and miscellaneous related items; and culvert extensions  
(Describe in general terms)

and shall be designated as Section 99-00057-09-DR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract and the County through its officers, agents and employees  
(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of three hundred thousand dollars, ( \$300,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds, and County Bridge Funds (\$50,000.00) for the construction of this improvement, acquisition of R.O.W., and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney  
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

County Clerk



# Illinois Department of Transportation

## Resolution for Improvement by County Under the Illinois Highway Code

### Towanda-Gridley Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near the S.E. Corner of the Southeast Quarter of Section 31, T25N, R3E, of the 3<sup>rd</sup> P.M. (1900E, 2000N) and extending along said route(s) in a(n) Northerly direction to a point near the S.E. Corner of the Southeast quarter of Section 19, T25N, R3E, of the 3<sup>rd</sup> P.M. (1900E, 2200N), a distance of approximately 1.902 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Widening and resurfacing with the construction binder, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items  
(Describe in general terms)

and shall be designated as Section 03-00071-02-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and  
(insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Five Hundred Seventy-Five Thousand dollars, ( \$575,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this improvement, and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney  
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

County Clerk





**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code**

**Towanda-Gridley Road**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 12, beginning at a point near the S.E. Corner of the Southeast Quarter of Section 19, T25N, R3E, of the 3<sup>rd</sup> P.M. (1900E, 2200N) and extending along said route(s) in a(n) Easterly direction to a point near the S.E. Corner of the Southwest quarter of Section 20, T25N, R3E, of the 3<sup>rd</sup> P.M. (1950E, 2200N) , a distance of approximately 0.558 miles ; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, bituminous concrete surface course, aggregate shoulders, and other miscellaneous related items;  
(Describe in general terms)  
and

and shall be designated as Section 03-00135-05-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract ; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Seventy-Five Thousand dollars, ( \$75,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this improvement, and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney  
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

County Clerk



**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code**

**Ellsworth Road**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 17, beginning at a point near the N.W. Corner of the Southeast Quarter of Section 14, T23N, R4E, of the 3<sup>rd</sup> P.M. (1150N,2850E)

and extending along said route(s) in a(n) Southerly direction to a point near the S.E. Corner of the Northwest Quarter of Section 26, T23N, R4E, of the 3<sup>rd</sup> P.M. (975N,2850E)

, a distance of approximately 1.827 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, bituminous concrete surface course, bituminous cold-mix, aggregate shoulders, and other miscellaneous related  
(Describe in general terms)  
Items.

and shall be designated as Section 03-00134-04-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contracts and the County through its officers, agents and employees  
(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Four Hundred Thousand  
dollars, ( \$400,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this improvement, and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney  
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003  
(SEAL) Peggy Ann Milton County Clerk



HIGHWAY DEPARTMENT

John E. Mitchell County Engineer  
(309) 663-9445 FAX (309) 662-8038  
102 S. Towanda-Barnes Rd. Bloomington, Illinois 61704

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Date: April 1, 2003

To: McLean County Transportation Committee

From: John E Mitchell

Re: IDOT Intergovernmental Agreement for McLean County Geographic Information System

The Intergovernmental Agreement between IDOT and McLean County to develop Geographic Information System (GIS) provides that the County will receive \$80,000 as reimbursement for furthering the County's GIS Program. The specific items and services are shown in Part 5 of the Intergovernmental Agreement.

The main item this grant will allow is the GIS use for various County Departments and other planning, training and hardware is also involved. That grant will be received as a reimbursement to the County upon program billings. We intend to purchase the hardware and software necessary and hire a GIS Specialist as a County Employee to actually do the work.

Attached to this memo, is my memo of September 24, 2002, which explained the grant to the Transportation Committee when applied for along with that is the grant application. Since the grant announcement was submitted, IDOT has capped these grants at \$80,000. IDOT funds being matched by \$20,000 local funds. McLean County was very fortunate to be included in the first years grant list. Our original budget for that project included a GIS Specialist and a Support Person. Because the state money has been cut from \$100,000 to \$80,000, it would appear the best way to make the grant work is to eliminate the Support Person from the project. This would make the proposed budget for the GIS grant as follows:

**McLean County**  
**Geographical Information System Funding**  
**Grant Application Budget**  
(Revised 03/21/03)

**Personnel**

|    |                           |                 |
|----|---------------------------|-----------------|
| 1. | GIS Specialist (Grade 11) | \$43,000        |
| 2. | Fringe Benefits           | <u>\$10,000</u> |
|    | <b>Subtotal Personnel</b> | <b>\$53,000</b> |

**Training**

|    |          |                 |
|----|----------|-----------------|
| 1. | Training | <b>\$12,000</b> |
|----|----------|-----------------|

**Hardware & Software**

|    |                     |                        |
|----|---------------------|------------------------|
| 1. | Hardware & Software | <u><b>\$35,000</b></u> |
|----|---------------------|------------------------|

**Total Project**      **\$100,000**

**Funding Sources for IDOT Geographical Information System**

|    |                |                  |
|----|----------------|------------------|
| 1. | IDOT GIS Grant | \$ 80,000        |
| 2. | McLean County  | <u>\$ 20,000</u> |

**Total Project**      **\$100,000**

The \$20,000 McLean County portion of this grant I would propose would be funded from the McLean County Highway Department County Highway Fund Personnel Budget at \$10,000 and \$10,000 from other County funds.

The GIS for McLean County needs to continue into the future. The benefits to the various County Departments and Public will be numerous once the GIS Specialist is able to provide applications for use. The future funding of this program could come from the GIS Recorder fee along with part of the money saved from not contracting with Sidwell, and, a fee set for each of the using Departments will be sufficient to enable this program to continue.

McLean County has been working with Bloomington, Normal, and McLean County Regional Planning Commission on the regular GIS Project. The grant will allow the County to utilize and receive benefits of this ongoing project. Bloomington and Normal both have had personnel on staff to perform application for quite some time. This grant will allow the County to develop the applications needed for our specialized departments.

As this is a Department of Transportation grant, we feel that the GIS Specialist and hardware should start out in the Highway Department. As the County offices move to the new Government Center, we feel that the GIS Specialist and associated hardware would better work from the Building and Zoning Department as it would be more readily available to most County Departments. Mr. Phil Dick, Director of Building and Zoning, Mr. Bob Kahman, Supervisor of Assessments, and Mr. John Zeunik, County Administrator, have been working with me on this grant and concur with the above.



# Illinois Department of Transportation

## Intergovernmental Agreement

|   |  |  |
|---|--|--|
| Governmental Body Name<br>McLean County   |  |  |
| Address<br>102 South Towanda-Barnes Road  |  |  |
| City, State, Zip<br>Bloomington, Illinois 61704   |  |  |
| Remittance Address (if different from above)  |  |  |
| City, State, Zip  |  |  |
| Telephone Number<br>309/663-9445  | Fax Number<br>309/662-8038   | FEIN/TIN<br>37-6001569   |
| Brief Description of Service (full description specified in Part 5)<br>The funds for this project will be used to develop a Geographic Information System (GIS) in McLean County. |  |  |
| Compensation Method (full details specified in Part 6)<br>Flat Rate   | Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Agreement Term<br>From: Execution  |
| Total Compensation Amount<br>\$80,000   | Travel Amount<br>\$0   | Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>To: December 31, 2005 |

### REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY: McLean County

|   |  |                        |
|---|--|------------------------|
| _____<br>Signature of Authorized Representative | <u>Michael F. Sweeney, Chairman McLean County Board</u><br>Type or Print Name of Authorized Representative | <u>4/15/03</u><br>Date |
|---|--|------------------------|

FOR THE DEPARTMENT:

|   |   |
|---|---|
| _____<br>Randall S. Blankenhorn, Bureau Chief, Urban Program Planning | _____<br>Edward R. Gower, Chief Counsel (Approved as to form) |
| _____<br>Linda M. Wheeler, Director, Planning and Programming         | _____<br>Randy K. Vereen, Director, Finance & Administration  |
|   | _____<br>Timothy W. Martin, Secretary of Transportation       |
|   | _____<br>Date   |



# Illinois Department of Transportation

## INTERGOVERNMENTAL AGREEMENT

FOR

MCLEAN COUNTY

This Agreement is by and between

**McLean County**

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

**102 South Towanda-Barnes Road**

**Bloomington, Illinois 61704**

**Attention: John Mitchell**

**E-Mail: jackm@mclean.gov**

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

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|        |                                    |
|--------|------------------------------------|
| Part 1 | Scope/Compensation/Term            |
| Part 2 | General Provisions                 |
| Part 3 | Federally Funded Agreements        |
| Part 4 | Specific Provisions                |
| Part 5 | Scope of Services/Responsibilities |
| Part 6 | Compensation for Services          |

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### PART 1

#### SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from execution to **December 31, 2005**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may be renewed upon written agreement by the parties.

## PART 2 GENERAL PROVISIONS

**A. Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**F. Subcontracting/Selection Procedures/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used to procure services or materials from any private or non-governmental entity having a total value of more than \$10,000. The Request for Proposal shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

## PART 3 FEDERALLY FUNDED AGREEMENTS

This Part shall be applicable only to federally funded Agreements.

**A. Certification Regarding Lobbying.** GOVERNMENTAL BODY certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the GOVERNMENTAL BODY, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.



GOVERNMENTAL BODY further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the GOVERNMENTAL BODY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The GOVERNMENTAL BODY also agrees that GOVERNMENTAL BODY shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

**B. Civil Rights.** As required by 49 U.S.C. 5332, as amended, (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR part 21, as amended; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives Federal assistance awarded by the U.S. DOT or FTA as follows:

1. The GOVERNMENTAL BODY assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. The GOVERNMENTAL BODY assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended.

3. The GOVERNMENTAL BODY assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with the U.S. DOT or FTA. Upon request by the U.S. DOT, FTA or the DEPARTMENT, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.

4. The GOVERNMENTAL BODY assures that it will make any changes in its 49 U.S.C. 5332, as amended, and Title VI implementing procedures as the U.S. DOT, FTA or the DEPARTMENT may request.

5. As required by 49 CFR 21.7(a)(2), as amended, the GOVERNMENTAL BODY will include in each third party contract or subagreement, provisions to invoke the requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

**C. Control of Property.** GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

**D. Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, part 31, as amended.

**E. Debarment.** GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and GOVERNMENTAL BODY's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**F. Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$300,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$300,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY's fiscal year.

**G. Drug-Free Workplace.** The GOVERNMENTAL BODY shall comply with the federal Drug-Free Workplace Act, as contained in 42 United States Code Section 702, as amended, and 49 Code of Federal Regulations, Part 29, Subpart F and Appendix C as amended.

**H. Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

**I. Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, as amended, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq., as amended, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., as

amended, and implementing U.S. DOT regulations at 49 CFR parts 27, 37 and 38, as amended, and any applicable regulations and directives issued by other Federal departments or agencies.

**J. Procurement Compliance Certification.** The GOVERNMENTAL BODY certifies that its procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, as well as other requirements FTA may issue. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

**K. Intelligent Transportation Systems Program.** In compliance with Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project, the GOVERNMENTAL BODY assures that it will comply, and require its third party contractors and subrecipients to comply with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

All of the requirements listed in Part 3, paragraphs A through K apply to the Project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA) or other federal funding sources.

#### **PART 4 SPECIFIC PROVISIONS**

**A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation  
Office of Planning and Programming  
2300 South Dirksen Parkway, Room 307  
Springfield, Illinois 62764  
Attention: Juanita S. Akers**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

**B. Billing and Payment.** All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

**C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time

afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

**D. Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

**E. Ownership of Documents/Title to Work.** All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the **Department**. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

**F. Software.** All software and related computer programs produced and developed by GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both DEPARTMENT and GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be give, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both DEPARTMENT and GOVERNMENTAL BODY.

**G. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

**H. Reporting/Consultation.** GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

**I. Travel Expenses.** No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

**J. Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. **Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

## **PART 5**

### **Scope of Service/Responsibilities**

#### **McLean County Geographic Information System**

The Department will provide funding to the Governmental Body to develop a Geographic Information System (GIS). The GIS will assist the Governmental Body in planning for future transportation needs and projects. The Governmental Body will perform the following activities related to the development of the GIS through the services of a consultant, if necessary, who will provide to the Governmental Body:

#### **Items and Services to be Delivered**

- Further the Governmental Body's GIS system design;
- Through a study, provide prioritization of custom applications throughout the county;
- Purchase and installations of software for G.I.S. use;
- Purchase and installations of hardware for G.I.S. use;
- Provide training for county personnel;
- Provide GIS application development;
- Develop an accident layer that will provide data and maps of accident locations that can be used to determine safety project and routine project planning;
- The GASB-34 infrastructure requirement will be made more available and better reported;
- Display current traffic flows and projected traffic flows;
- Develop Transportation Planning tools.

#### **Project Deliverables**

Digital deliverables will be accepted in the most recent versions of AutoCAD and ArcView software on CD-ROM, or other mutually agreed upon format. To procure deliveries in a reasonable and consistent timeframe, files will be delivered in a manner that considers both time and cost efficiency. The Governmental Body will provide access to the Department of the following:

- A copy of the study which will provide prioritization of custom applications throughout the county

The data developed through this agreement may be provided to other governmental bodies by either the Department or the Governmental Body without further consultation. Any other distribution shall require the consent of both the Department and the Governmental Body.

## **PART 6**

### **COMPENSATION FOR SERVICES**

#### **Participation:**

|   |           |      |
|---|-----------|------|
| State Planning and Research (SPR) Funds |           |      |
| Federal Funding Through Department      | \$80,000  | 80%  |
| Funding Through Governmental Body       | \$20,000  | 20%  |
| TOTAL                                   | \$100,000 | 100% |



HIGHWAY DEPARTMENT  
John E. Mitchell County Engineer  
(309) 663-9445 FAX (309) 662-8038  
102 S. Towanda-Barnes Rd. Bloomington, Illinois 61704

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Date: March 20, 2003

To: McLean County Transportation Committee

From: John E Mitchell

Re: Right of Way Negotiator

At the conclusion of the purchasing of Right of Way for the Towanda Barnes Road, the Transportation Committee discussed that we should try using hired negotiators to purchase Right of Way for the county. The reason for this was because of the length of time it took to purchase the Right of Way for Towanda Barnes, the staff time that was used, and several complaints were received.

In September of 2001, the committee discussed hiring Former County Board Member Bill Anderson to negotiate the Right of Way for Randolph Road. This met with much resistance and with the State's Attorneys Office informing us that if we were calling this professional work exempt from bidding, we should use IDOT approved negotiators and contracts. Mr. Anderson's contract was dropped in November 2001, and as we needed to get underway with the acquisitions, the committee decided we should again negotiate with our own personnel, but that the next project we would try an outside negotiator.

I prepared a Request for Proposal for a Right of Way Negotiator and sent it to the IDOT approved Negotiators on IDOT's list with in approximately a 60-mile radius. The result of this was the Negotiator contract with Gerald Brady I brought to the Transportation committee in March 2003, that the committee approved forwarding to the County Board.

As a result of the committee's tabling action at the Stand up Committee meeting prior to the County Board, we have researched four alternatives for acquisition of Right of Way for Stringtown Road as follows:

1. Proceed with the Right of Way Negotiator contract with Gerald Brady. The cost of this would be \$650 per parcel for 48 parcels equaling \$31,200, plus \$300 per one half day of court and court preparation. We also would need to delay the completion date by the one-month lost between the March and April County Board meeting.
2. Request the State's Attorneys Office to negotiate this for us. This was done successfully on a much smaller scale Gridley Road Project several years ago. I have discussed this with Mr. Bill Yoder, States Attorney and Mr. Brian Hug, Assistant States Attorney, who would do the negotiating, and Mr. John Zeunik. Reimbursement for this time is still being discussed.
  - a. The unknown in this is if Brian is called up by the Navy Reserves as a result of the Iraq situation. No one else in the States Attorney's Office has the experience or time available to do this.
  - b. If Brian negotiates it would be a conflict for him to handle any condemnations needed. In the past Brian has handled several condemnations and Bob Neiryneck has done the larger project condemnations.
3. County Highway Department engineering staff does the negotiating. We have been doing this for probably 20 years, since the Colorado Consultants took away our Right of Way Negotiator we had on staff. This does take staff time away from other projects. We have estimated this to take approximately 150 hours evening and weekend overtime at \$6,000 and 170 hours regular workday time at \$5,000, plus about 48 hours Assistant States Attorney time at \$1,500, for a county cost of about \$12,500.




4. It may be possible for a combination of 3 and 4 in which the Assistant States Attorney handles the correspondence and documents and the actual negotiations with the owners by the Highway Department.

The Negotiator's duties, according to the proposed contract and standard IDOT procedures are as follows:

1. The Negotiator is to send an introduction letter.
2. Appointments are made; the Negotiator meets with the Property Owners, usually at the Property Owners residence. At this time, the offer letter (prepared by the Negotiator based on our appraisal) is given to the owner along with two (2) other IDOT publications. The Negotiator explains the proposed project to the owner.
3. The Negotiator will meet with and talk on the phone with the Property Owner as many times as is necessary.
4. The Negotiator prepares the Deeds, Easements, and other papers as needed.
5. The Negotiator takes the check to the Property Owner and brings back the signed deeds, etc. (Sometimes this is done through the mail).
6. The Negotiator documents all communication and keeps a parcel file for each parcel and project file.

I have sent a letter to all the Property Owners (copy enclosed) to let them know what the lathes in their fields are for and to tell them a Negotiator will be contacting them.

|                                   |  |   |                  |           |                |                  |   |  |  |  |
|-----------------------------------|--|---|------------------|-----------|----------------|------------------|---|--|--|--|
| Local Agency<br><br>McLean County |  <b>Illinois Department of Transportation</b><br>Local Agency Agreement<br>for Federal Participation<br><b>REVISED</b> | Section<br>01-00047-08-RS<br><hr/> Fund Type<br>STR<br><hr/> <table style="width:100%; border: none;"> <tr> <td style="border: 1px solid black; width: 25%;">State Contract</td> <td style="border: 1px solid black; width: 25%;">Day Labor</td> <td style="border: 1px solid black; width: 25%;">Local Contract</td> <td style="border: 1px solid black; width: 25%;">RR Force Account</td> </tr> <tr> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> </table> | State Contract   | Day Labor | Local Contract | RR Force Account | X |  |  |  |
| State Contract                    | Day Labor  | Local Contract  | RR Force Account |           |                |                  |   |  |  |  |
| X                                 |  |   |                  |           |                |                  |   |  |  |  |

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

#### Location

Local Name Stanford/ McLean Road (C.H. 59) Route FAS 479 Length 4.0791 Miles  
 Termini C.H. 34 on the North end and 400N on the South end

Current Jurisdiction McLean County

#### Project Description

Existing Str. No. \_\_\_\_\_

Resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items.

| Type of Work                   | Division of Cost  |        |           |     |                   |         |                   |  |
|--------------------------------|-------------------|--------|-----------|-----|-------------------|---------|-------------------|--|
|                                | FHWA              | %      | State     | %   | LA                | %       | Total             |  |
| Participating Construction     | 647,200           | ( 80 ) | ( )       | ( ) | 161,800           | ( 20 )  | 809,000           |  |
| Non-Participating Construction |                   | ( )    | ( )       | ( ) | 21,000            | ( 100 ) | 21,000            |  |
| Preliminary Engineering        |                   | ( )    | ( )       | ( ) |                   | ( )     |                   |  |
| Construction Engineering       |                   | ( )    | ( )       | ( ) |                   | ( )     |                   |  |
| Right of Way                   |                   | ( )    | ( )       | ( ) |                   | ( )     |                   |  |
| Railroads                      |                   | ( )    | ( )       | ( ) |                   | ( )     |                   |  |
| Utilities                      |                   | ( )    | ( )       | ( ) |                   | ( )     |                   |  |
| <b>TOTAL</b>                   | <b>\$ 647,200</b> |        | <b>\$</b> |     | <b>\$ 182,800</b> |         | <b>\$ 830,000</b> |  |

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share \$182,800 divided by estimated total cost multiplied by actual progress payment.  
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

| Construction |                | Engineering |                | Right-of-Way |                |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Job Number   | Project Number | Job Number  | Project Number | Job Number   | Project Number |
| C-93-100-03  | SR-479(106)    |             |                |              |                |

## Agreement Provisions

### THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:  

|            |  |
|------------|--|
| Method A - | Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.   |
| Method B - | Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs. |
| Method C - | Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.              |
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

(14) And certifies to the best of its knowledge and belief its officials:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
- (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(18) To regulate parking and traffic in accordance with the approved project report.

(19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

#### THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.

(2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map , Number 2 MFT Resolution, and Number 3 Prevailing Wage Act

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

Name Michael F. Sweeney

Title Chairman, County Board  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

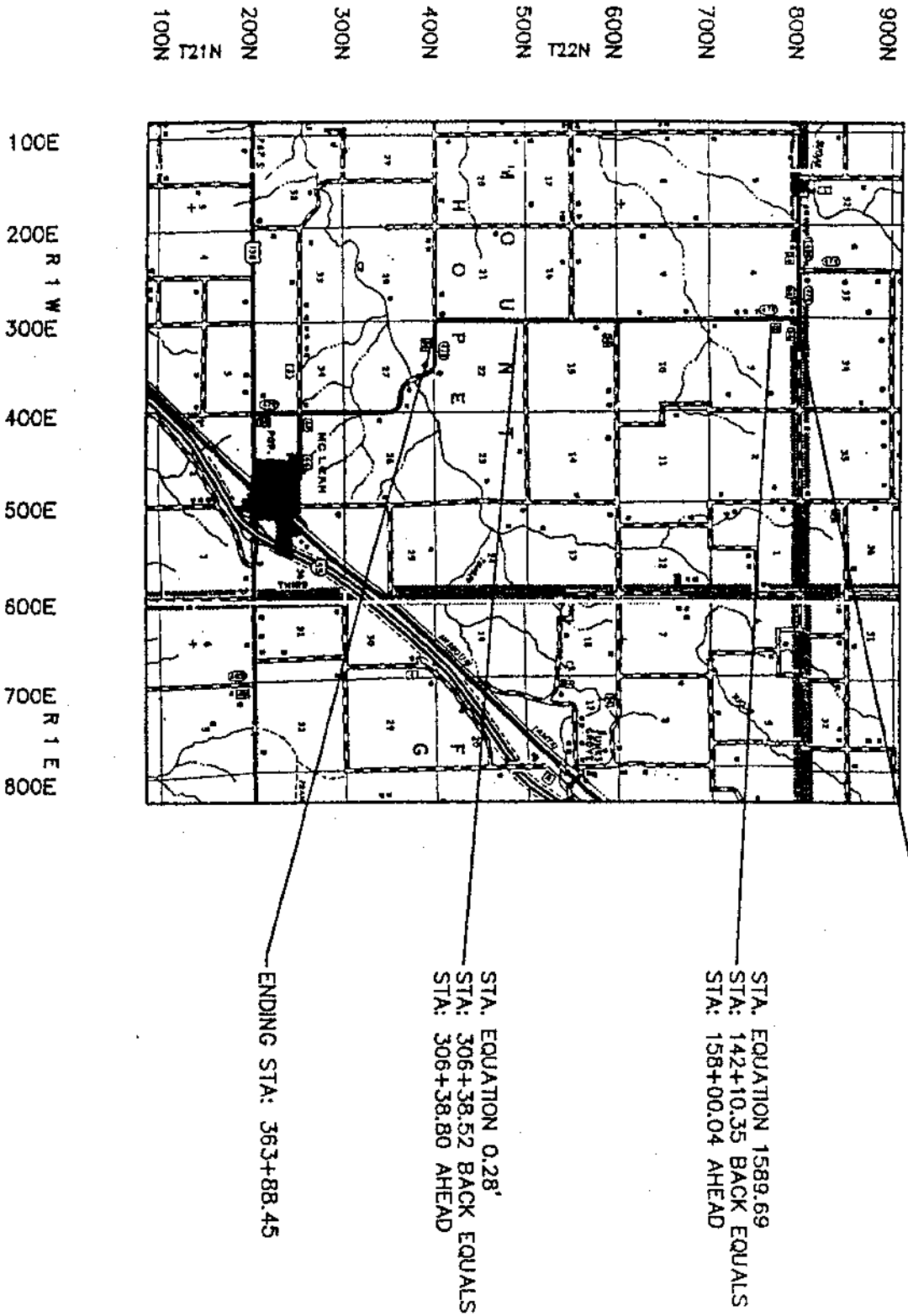
By \_\_\_\_\_  
Director of Highways

Date \_\_\_\_\_

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

|                               |
|-------------------------------|
| Local Agency<br>McLean County |
| Section<br>01-00047-08-RS     |

LOCATION MAP  
STANFORD-MCLEAN RD (CH 59)  
SEC. 01-00047-08-RS





**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code**

**Stanford-McLean Road**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 59, beginning at a point near the N. W. Corner of Section 3, T22N, R1W, of the 3<sup>d</sup> P.M. (800N, 300E) and extending along said route(s) in a(n) Southerly direction to a point near the S.W. Corner of Section 22, T22N, R1W, of the 3<sup>d</sup> P.M. (400N, 300E)

, a distance of approximately 4.0791 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items  
(Describe in general terms)

and shall be designated as Section 01-00047-08-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Forty Thousand dollars, ( \$240,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for construction of this improvement, And provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney  
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on March 18, 2003  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 18 day of March 2003  
(SEAL) Peggy Ann Milton County Clerk

**ADDENDUM NUMBER 3  
JOINT AGREEMENT ADDENDUM  
PREVAILING WAGE ACT**

“All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement or amendment shall be subject to the prevailing Wage Act (820 ILCS 130/0.01 et seq) unless the provisions of that Act exempt its application.”